

MAY 8 1976 8 40 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO CONDITIONAL SALE AGREEMENT

AMENDMENT NO. 1 dated as of December 15, 1975, among BETHLEHEM STEEL CORPORATION (hereinafter called the Builder), AMERICAN SECURITY AND TRUST COMPANY, as Trustee (hereinafter called the Vendee), METROPOLITAN LIFE INSURANCE COMPANY, FORD MOTOR CREDIT COMPANY and CARGILL LEASING CORPORATION to the Conditional Sale Agreement dated as of December 15, 1975 (hereinafter called the Conditional Sale Agreement), between the Builder and the Vendee.

WHEREAS, the Builder and the Vendee desire to amend the Conditional Sale Agreement as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. Article 3 of the Conditional Sale Agreement is hereby amended by (1) deletion of the period at the end of the first paragraph thereof and insertion of the words ", or (iii) if the delivery of any such unit of Equipment would cause the aggregate Purchase Price (as hereinafter defined) of the units of Equipment for which delivery and acceptance has theretofore been and is then being made to exceed the Maximum Purchase Price set forth in Item 5 of Annex A to this Agreement."; and (2) deletion of the final paragraph thereof.

B. Article 4 of the Conditional Sale Agreement is hereby amended by (1) deletion of the words ", the Vendee"

in the second sentence of the first paragraph thereof; (2) deletion of the fourth sentence of the first paragraph thereof; (3) deletion of the words ". Written notice of such" in the third sentence of the second paragraph thereof and the insertion in their place of the words "; provided, however, that the Builder may prior to 11:00 A.M., New York time, on any originally scheduled or postponed Closing Date, designate a postponed Closing Date, not later than the Cut-Off Date, by giving telephonic notice thereof to the Vendee, the Lessee and the Assignee, the Builder promptly thereafter confirming such telephonic notice by written notice as provided in this Agreement. The Vendee, the Lessee and the Assignee shall promptly following the execution and delivery of this Agreement, give written notice to the Builder of the names and telephone numbers of their respective representatives (not less than three representatives per party) authorized to receive the telephonic notice referred to in the preceding sentence. Except as aforesaid, written notice of each"; and (4) deletion of the eighth paragraph thereof and insertion in its place of the words "The Builder shall deliver to the Vendee on the Closing Date with respect to any Group the documents required to be furnished by the Builder pursuant to Section 4 of the Assignment in respect of such Group."

C. Article 14 of the Conditional Sale Agreement is hereby amended by (1) deletion of the words "and SCL and L&N" in the first paragraph thereof and (2) insertion of the words "the Equipment or such part thereof as may be assigned together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Builder with respect" immediately after the words "the Purchase Price of" in the second sentence of the last paragraph thereof.

D. Article 15 of the Conditional Sale Agreement is hereby amended by insertion of the character "(i)" immediately after the words "Default under" in clause (f) of the first paragraph thereof and by insertion immediately after the words "five days" in such clause (f) of the words "or (ii) \$10B of the Lease shall have occurred such event shall not constitute an event of default under this Agreement until the Vendor shall have given the Vendee 30 days' written notice of such Event of Default".

E. Article 21 of the Conditional Sale Agreement is hereby amended by (1) insertion of the words "or of the Beneficiaries" immediately after the words "of the parties hereto" in the first paragraph thereof; (2) deletion of the word "penultimate" in the first sentence of the second paragraph thereof and insertion in its place of the word "seventh";

and (3) insertion of the words "or the Beneficiaries (except as provided in the second paragraph of Section 5.01 of the Trust Agreement)" after the words "against such Trust Company" and "such Trust Company, as Vendee," in the penultimate paragraph thereof.

F. Annex A to the Conditional Sale Agreement is hereby amended by deletion of the words "Article 4" in Item 5 thereof and insertion in their place of the words "Article 3".

G. Annex B to the Conditional Sale Agreement is hereby amended by (1) deletion in the column headed "Quantity" of the number "180" and insertion in its place of the number "175"; (2) deletion in the column headed "Lessee's Road Numbers (Both Inclusive)" of the numbers "57000-57179" and insertion in its place of the numbers "57000-57131 and 57133-57175"; and (3) deletion of all asterisks thereon and the footnote to which they refer.

H. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Vendee, requests the Vendee to enter into this Amendment and approves the foregoing amendments.

I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Agreement and

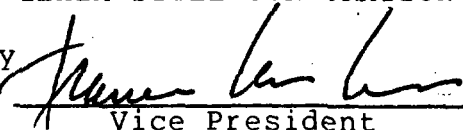
Assignment dated as of December 15, 1975, between such company and the Builder, approves the foregoing amendments.

J. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

BETHLEHEM STEEL CORPORATION

by

  
Vice President

[Corporate Seal]

Attest:

  
ASSISTANT SECRETARY

AMERICAN SECURITY AND TRUST COMPANY

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

## METROPOLITAN LIFE INSURANCE COMPANY

by

Vice PresidentVice President-Investment Counsel

[Corporate Seal]

Attest:

---

## FORD MOTOR CREDIT COMPANY

by

Leasing Representative

[Corporate Seal]

Attest:

---

## CARGILL LEASING CORPORATION

by

Vice President

[Corporate Seal]

Attest:

---

COMMONWEALTH OF PENNSYLVANIA, )  
 ) SS.:  
COUNTY OF LEHIGH, )

On this *29th* day of *March* 1976, before me personally appeared *Francis Van Nuy*, to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

*Lucy B. Kyle*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires

My Commission Expires

August 14, 1978

City of Bethlehem

Lehigh County

DISTRICT OF COLUMBIA ) ss.:

On this            day of            1976, before me personally appeared            , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trust Company.

---

Notary Public

[Notarial Seal]

My Commission expires



STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this       day of       1976, before me  
personally appeared       and       , to  
me personally known, each of whom, being by me duly sworn,  
says that each is       of METROPOLITAN LIFE INSUR-  
ANCE COMPANY, that one of the seals affixed to the foregoing  
instrument is the corporate seal of said corporation and  
that said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Directors and they  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MICHIGAN, )  
 ) ss.:  
COUNTY OF WAYNE, )

On this       day of       1976, before me  
personally appeared       to me personally  
known, who, being by me duly sworn, says that he is  
                    of FORD MOTOR CREDIT COMPANY, that  
one of the seals affixed to the foregoing instrument is  
the corporate seal of said corporation, that said instru-  
ment was signed and sealed on behalf of said corporation  
by authority of its Board of Directors, and he acknowledged  
that the execution of the foregoing instrument was the free  
act and deed of said corporation.

---

Notary Public

[Notarial seal]

My Commission expires

STATE OF MINNESOTA, )  
 ) ss.:  
COUNTY OF HENNEPIN, )

On this            day of            1976, before me  
personally appeared            to me personally  
known, who, being by me duly sworn, says that he is  
                                 of CARGILL LEASING CORPORATION, that  
one of the seals affixed to the foregoing instrument is  
the corporate seal of said corporation, that said instru-  
ment was signed and sealed on behalf of said corporation  
by authority of its Board of Directors, and he acknowledged  
that the execution of the foregoing instrument was the  
free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

MAY 8 1976 2 40 PM

~~INTERSTATE COMMERCE COMMISSION~~

## AMENDMENT NO. 1 TO CONDITIONAL SALE AGREEMENT

AMENDMENT NO. 1 dated as of December 15, 1975, among BETHLEHEM STEEL CORPORATION (hereinafter called the Builder), AMERICAN SECURITY AND TRUST COMPANY, as Trustee (hereinafter called the Vendee), METROPOLITAN LIFE INSURANCE COMPANY, FORD MOTOR CREDIT COMPANY and CARGILL LEASING CORPORATION to the Conditional Sale Agreement dated as of December 15, 1975 (hereinafter called the Conditional Sale Agreement), between the Builder and the Vendee.

WHEREAS, the Builder and the Vendee desire to amend the Conditional Sale Agreement as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. Article 3 of the Conditional Sale Agreement is hereby amended by (1) deletion of the period at the end of the first paragraph thereof and insertion of the words ", or (iii) if the delivery of any such unit of Equipment would cause the aggregate Purchase Price (as hereinafter defined) of the units of Equipment for which delivery and acceptance has theretofore been and is then being made to exceed the Maximum Purchase Price set forth in Item 5 of Annex A to this Agreement."; and (2) deletion of the final paragraph thereof.

B. Article 4 of the Conditional Sale Agreement is hereby amended by (1) deletion of the words ", the Vendee"

in the second sentence of the first paragraph thereof; (2) deletion of the fourth sentence of the first paragraph thereof; (3) deletion of the words ". Written notice of such" in the third sentence of the second paragraph thereof and the insertion in their place of the words "; provided, however, that the Builder may prior to 11:00 A.M., New York time, on any originally scheduled or postponed Closing Date, designate a postponed Closing Date, not later than the Cut-Off Date, by giving telephonic notice thereof to the Vendee, the Lessee and the Assignee, the Builder promptly thereafter confirming such telephonic notice by written notice as provided in this Agreement. The Vendee, the Lessee and the Assignee shall promptly following the execution and delivery of this Agreement, give written notice to the Builder of the names and telephone numbers of their respective representatives (not less than three representatives per party) authorized to receive the telephonic notice referred to in the preceding sentence. Except as aforesaid, written notice of each"; and (4) deletion of the eighth paragraph thereof and insertion in its place of the words "The Builder shall deliver to the Vendee on the Closing Date with respect to any Group the documents required to be furnished by the Builder pursuant to Section 4 of the Assignment in respect of such Group."

C. Article 14 of the Conditional Sale Agreement is hereby amended by (1) deletion of the words "and SCL and L&N" in the first paragraph thereof and (2) insertion of the words "the Equipment or such part thereof as may be assigned together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Builder with respect" immediately after the words "the Purchase Price of" in the second sentence of the last paragraph thereof.

D. Article 15 of the Conditional Sale Agreement is hereby amended by insertion of the character "(i)" immediately after the words "Default under" in clause (f) of the first paragraph thereof and by insertion immediately after the words "five days" in such clause (f) of the words "or (ii) \$10B of the Lease shall have occurred such event shall not constitute an event of default under this Agreement until the Vendor shall have given the Vendee 30 days' written notice of such Event of Default".

E. Article 21 of the Conditional Sale Agreement is hereby amended by (1) insertion of the words "or of the Beneficiaries" immediately after the words "of the parties hereto" in the first paragraph thereof; (2) deletion of the word "penultimate" in the first sentence of the second paragraph thereof and insertion in its place of the word "seventh";

and (3) insertion of the words "or the Beneficiaries (except as provided in the second paragraph of Section 5.01 of the Trust Agreement)" after the words "against such Trust Company" and "such Trust Company, as Vendee," in the penultimate paragraph thereof.

F. Annex A to the Conditional Sale Agreement is hereby amended by deletion of the words "Article 4" in Item 5 thereof and insertion in their place of the words "Article 3".

G. Annex B to the Conditional Sale Agreement is hereby amended by (1) deletion in the column headed "Quantity" of the number "180" and insertion in its place of the number "175"; (2) deletion in the column headed "Lessee's Road Numbers (Both Inclusive)" of the numbers "57000-57179" and insertion in its place of the numbers "57000-57131 and 57133-57175"; and (3) deletion of all asterisks thereon and the footnote to which they refer.

H. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Vendee, requests the Vendee to enter into this Amendment and approves the foregoing amendments.

I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Agreement and

Assignment dated as of December 15, 1975, between such company and the Builder, approves the foregoing amendments.

J. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

BETHLEHEM STEEL CORPORATION

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

AMERICAN SECURITY AND TRUST COMPANY

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_



## METROPOLITAN LIFE INSURANCE COMPANY

by

William J. Blanchfield

Vice President

Vice President-Investment Counsel

THOMAS B. BURCH

[Corporate Seal]

Attest:

DANIEL W. ALLEN

Assistant Secretary

## FORD MOTOR CREDIT COMPANY

by

Leasing Representative

[Corporate Seal]

Attest:

## CARGILL LEASING CORPORATION

by

Vice President

[Corporate Seal]

Attest:

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF LEHIGH, )

On this       day of       1976, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA ) ss.:

On this       day of       1976, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trust Company.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this 24<sup>th</sup> day of March 1976, before me personally appeared William J. Blanchfield and Thomas B. Burch, to me personally known, each of whom, being by me duly sworn, says that each is a Vice President of METROPOLITAN LIFE INSURANCE COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joseph P. Bracken  
Notary Public

[Notarial Seal]

My Commission expires

JOSEPH P. BRACKEN  
NOTARY PUBLIC, State of New York  
No. 41-0381010 Qual. in Queens Co.  
Certificate filed in New York County  
Commission Expires March 30, 1977

STATE OF MICHIGAN, )  
 ) ss.:  
COUNTY OF WAYNE, )

On this       day of       1976, before me  
personally appeared       to me personally  
known, who, being by me duly sworn, says that he is  
                    of FORD MOTOR CREDIT COMPANY, that  
one of the seals affixed to the foregoing instrument is  
the corporate seal of said corporation, that said instru-  
ment was signed and sealed on behalf of said corporation  
by authority of its Board of Directors, and he acknowledged  
that the execution of the foregoing instrument was the free  
act and deed of said corporation.

---

Notary Public

[Notarial seal]

My Commission expires

STATE OF MINNESOTA, )  
 ) ss.:  
COUNTY OF HENNEPIN, )

On this            day of            1976, before me  
personally appeared            to me personally  
known, who, being by me duly sworn, says that he is  
                                 of CARGILL LEASING CORPORATION, that  
one of the seals affixed to the foregoing instrument is  
the corporate seal of said corporation, that said instru-  
ment was signed and sealed on behalf of said corporation  
by authority of its Board of Directors, and he acknowledged  
that the execution of the foregoing instrument was the  
free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

MAY 3 1976 -2 40 PM

~~INTERSTATE COMMERCE COMMISSION~~

## AMENDMENT NO. 1 TO CONDITIONAL SALE AGREEMENT

AMENDMENT NO. 1 dated as of December 15, 1975, among BETHLEHEM STEEL CORPORATION (hereinafter called the Builder), AMERICAN SECURITY AND TRUST COMPANY, as Trustee (hereinafter called the Vendee), METROPOLITAN LIFE INSURANCE COMPANY, FORD MOTOR CREDIT COMPANY and CARGILL LEASING CORPORATION to the Conditional Sale Agreement dated as of December 15, 1975 (hereinafter called the Conditional Sale Agreement), between the Builder and the Vendee.

WHEREAS, the Builder and the Vendee desire to amend the Conditional Sale Agreement as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. Article 3 of the Conditional Sale Agreement is hereby amended by (1) deletion of the period at the end of the first paragraph thereof and insertion of the words ", or (iii) if the delivery of any such unit of Equipment would cause the aggregate Purchase Price (as hereinafter defined) of the units of Equipment for which delivery and acceptance has theretofore been and is then being made to exceed the Maximum Purchase Price set forth in Item 5 of Annex A to this Agreement."; and (2) deletion of the final paragraph thereof.

B. Article 4 of the Conditional Sale Agreement is hereby amended by (1) deletion of the words ", the Vendee"

in the second sentence of the first paragraph thereof; (2) deletion of the fourth sentence of the first paragraph thereof; (3) deletion of the words ". Written notice of such" in the third sentence of the second paragraph thereof and the insertion in their place of the words "; provided, however, that the Builder may prior to 11:00 A.M., New York time, on any originally scheduled or postponed Closing Date, designate a postponed Closing Date, not later than the Cut-Off Date, by giving telephonic notice thereof to the Vendee, the Lessee and the Assignee, the Builder promptly thereafter confirming such telephonic notice by written notice as provided in this Agreement. The Vendee, the Lessee and the Assignee shall promptly following the execution and delivery of this Agreement, give written notice to the Builder of the names and telephone numbers of their respective representatives (not less than three representatives per party) authorized to receive the telephonic notice referred to in the preceding sentence. Except as aforesaid, written notice of each"; and (4) deletion of the eighth paragraph thereof and insertion in its place of the words "The Builder shall deliver to the Vendee on the Closing Date with respect to any Group the documents required to be furnished by the Builder pursuant to Section 4 of the Assignment in respect of such Group."



C. Article 14 of the Conditional Sale Agreement is hereby amended by (1) deletion of the words "and SCL and L&N" in the first paragraph thereof and (2) insertion of the words "the Equipment or such part thereof as may be assigned together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Builder with respect" immediately after the words "the Purchase Price of" in the second sentence of the last paragraph thereof.

D. Article 15 of the Conditional Sale Agreement is hereby amended by insertion of the character "(i)" immediately after the words "Default under" in clause (f) of the first paragraph thereof and by insertion immediately after the words "five days" in such clause (f) of the words "or (ii) \$10B of the Lease shall have occurred such event shall not constitute an event of default under this Agreement until the Vendor shall have given the Vendee 30 days' written notice of such Event of Default".

E. Article 21 of the Conditional Sale Agreement is hereby amended by (1) insertion of the words "or of the Beneficiaries" immediately after the words "of the parties hereto" in the first paragraph thereof; (2) deletion of the word "penultimate" in the first sentence of the second paragraph thereof and insertion in its place of the word "seventh";

and (3) insertion of the words "or the Beneficiaries (except as provided in the second paragraph of Section 5.01 of the Trust Agreement)" after the words "against such Trust Company" and "such Trust Company, as Vendee," in the penultimate paragraph thereof.

F. Annex A to the Conditional Sale Agreement is hereby amended by deletion of the words "Article 4" in Item 5 thereof and insertion in their place of the words "Article 3".

G. Annex B to the Conditional Sale Agreement is hereby amended by (1) deletion in the column headed "Quantity" of the number "180" and insertion in its place of the number "175"; (2) deletion in the column headed "Lessee's Road Numbers (Both Inclusive)" of the numbers "57000-57179" and insertion in its place of the numbers "57000-57131 and 57133-57175"; and (3) deletion of all asterisks thereon and the footnote to which they refer.

H. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Vendee, requests the Vendee to enter into this Amendment and approves the foregoing amendments.

I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Agreement and

Assignment dated as of December 15, 1975, between such company and the Builder, approves the foregoing amendments.

J. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

BETHLEHEM STEEL CORPORATION

by

Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

AMERICAN SECURITY AND TRUST COMPANY

by

*Paul Larson*  
Vice President

[Corporate Seal]

Attest:

*Louise A. Lebeau*  
Assistant Secretary.

## METROPOLITAN LIFE INSURANCE COMPANY

by

---

Vice President

---

Vice President-Investment Counsel

[Corporate Seal]

Attest:

---

## FORD MOTOR CREDIT COMPANY

by

---

Leasing Representative

[Corporate Seal]

Attest:

---

## CARGILL LEASING CORPORATION

by

---

Vice President

[Corporate Seal]

Attest:

---

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF LEHIGH, )

On this       day of       1976, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA ) ss.:

On this <sup>24<sup>th</sup></sup> day of *MARCH* 1976, before me personally appeared *R.D. LARSON*, to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trust Company.

  
Notary Public

[Notarial Seal]

My Commission expires *6-30-76*.

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this       day of       1976, before me  
personally appeared       and       , to  
me personally known, each of whom, being by me duly sworn,  
says that each is       of METROPOLITAN LIFE INSUR-  
ANCE COMPANY, that one of the seals affixed to the foregoing  
instrument is the corporate seal of said corporation and  
that said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Directors and they  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MICHIGAN, )  
 ) ss.:  
COUNTY OF WAYNE, )

On this            day of            1976, before me  
personally appeared            to me personally  
known, who, being by me duly sworn, says that he is  
                    of FORD MOTOR CREDIT COMPANY, that  
one of the seals affixed to the foregoing instrument is  
the corporate seal of said corporation, that said instru-  
ment was signed and sealed on behalf of said corporation  
by authority of its Board of Directors, and he acknowledged  
that the execution of the foregoing instrument was the free  
act and deed of said corporation.

---

Notary Public

[Notarial seal]

My Commission expires



STATE OF MINNESOTA, )  
 ) ss.:  
COUNTY OF HENNEPIN, )

On this            day of            1976, before me  
personally appeared            to me personally  
known, who, being by me duly sworn, says that he is  
                    of CARGILL LEASING CORPORATION, that  
one of the seals affixed to the foregoing instrument is  
the corporate seal of said corporation, that said instru-  
ment was signed and sealed on behalf of said corporation  
by authority of its Board of Directors, and he acknowledged  
that the execution of the foregoing instrument was the  
free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

MAY 8 1976 - 2 40 PM

~~INTERSTATE COMMERCE COMMISSION~~  
~~INTERSTATE COMMERCE COMMISSION~~

AMENDMENT NO. 1 TO CONDITIONAL SALE AGREEMENT

AMENDMENT NO. 1 dated as of December 15, 1975, among BETHLEHEM STEEL CORPORATION (hereinafter called the Builder), AMERICAN SECURITY AND TRUST COMPANY, as Trustee (hereinafter called the Vendee), METROPOLITAN LIFE INSURANCE COMPANY, FORD MOTOR CREDIT COMPANY and CARGILL LEASING CORPORATION to the Conditional Sale Agreement dated as of December 15, 1975 (hereinafter called the Conditional Sale Agreement), between the Builder and the Vendee.

WHEREAS, the Builder and the Vendee desire to amend the Conditional Sale Agreement as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. Article 3 of the Conditional Sale Agreement is hereby amended by (1) deletion of the period at the end of the first paragraph thereof and insertion of the words ", or (iii) if the delivery of any such unit of Equipment would cause the aggregate Purchase Price (as hereinafter defined) of the units of Equipment for which delivery and acceptance has theretofore been and is then being made to exceed the Maximum Purchase Price set forth in Item 5 of Annex A to this Agreement."; and (2) deletion of the final paragraph thereof.

B. Article 4 of the Conditional Sale Agreement is hereby amended by (1) deletion of the words ", the Vendee"

in the second sentence of the first paragraph thereof; (2) deletion of the fourth sentence of the first paragraph thereof; (3) deletion of the words ". Written notice of such" in the third sentence of the second paragraph thereof and the insertion in their place of the words "; provided, however, that the Builder may prior to 11:00 A.M., New York time, on any originally scheduled or postponed Closing Date, designate a postponed Closing Date, not later than the Cut-Off Date, by giving telephonic notice thereof to the Vendee, the Lessee and the Assignee, the Builder promptly thereafter confirming such telephonic notice by written notice as provided in this Agreement. The Vendee, the Lessee and the Assignee shall promptly following the execution and delivery of this Agreement, give written notice to the Builder of the names and telephone numbers of their respective representatives (not less than three representatives per party) authorized to receive the telephonic notice referred to in the preceding sentence. Except as aforesaid, written notice of each"; and (4) deletion of the eighth paragraph thereof and insertion in its place of the words "The Builder shall deliver to the Vendee on the Closing Date with respect to any Group the documents required to be furnished by the Builder pursuant to Section 4 of the Assignment in respect of such Group."

C. Article 14 of the Conditional Sale Agreement is hereby amended by (1) deletion of the words "and SCL and L&N" in the first paragraph thereof and (2) insertion of the words "the Equipment or such part thereof as may be assigned together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Builder with respect" immediately after the words "the Purchase Price of" in the second sentence of the last paragraph thereof.

D. Article 15 of the Conditional Sale Agreement is hereby amended by insertion of the character "(i)" immediately after the words "Default under" in clause (f) of the first paragraph thereof and by insertion immediately after the words "five days" in such clause (f) of the words "or (ii) \$10B of the Lease shall have occurred such event shall not constitute an event of default under this Agreement until the Vendor shall have given the Vendee 30 days' written notice of such Event of Default".

E. Article 21 of the Conditional Sale Agreement is hereby amended by (1) insertion of the words "or of the Beneficiaries" immediately after the words "of the parties hereto" in the first paragraph thereof; (2) deletion of the word "penultimate" in the first sentence of the second paragraph thereof and insertion in its place of the word "seventh";

and (3) insertion of the words "or the Beneficiaries (except as provided in the second paragraph of Section 5.01 of the Trust Agreement)" after the words "against such Trust Company" and "such Trust Company, as Vendee," in the penultimate paragraph thereof.

F. Annex A to the Conditional Sale Agreement is hereby amended by deletion of the words "Article 4" in Item 5 thereof and insertion in their place of the words "Article 3".

G. Annex B to the Conditional Sale Agreement is hereby amended by (1) deletion in the column headed "Quantity" of the number "180" and insertion in its place of the number "175"; (2) deletion in the column headed "Lessee's Road Numbers (Both Inclusive)" of the numbers "57000-57179" and insertion in its place of the numbers "57000-57131 and 57133-57175"; and (3) deletion of all asterisks thereon and the footnote to which they refer.

H. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Vendee, requests the Vendee to enter into this Amendment and approves the foregoing amendments.

I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Agreement and

Assignment dated as of December 15, 1975, between such company and the Builder, approves the foregoing amendments.

J. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

BETHLEHEM STEEL CORPORATION

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

AMERICAN SECURITY AND TRUST COMPANY

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

## METROPOLITAN LIFE INSURANCE COMPANY

by

---

Vice President

---

Vice President-Investment Counsel

[Corporate Seal]

Attest:

---

## FORD MOTOR CREDIT COMPANY

by

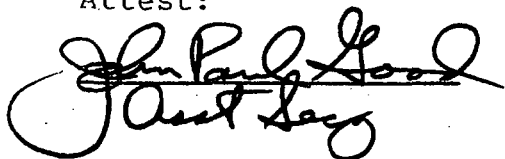


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Leasing Representative

[Corporate Seal]

Attest:

  
Asset Secy

## CARGILL LEASING CORPORATION

by

---

Vice President

[Corporate Seal]

Attest:

---

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF LEHIGH, )

On this       day of       1976, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires



DISTRICT OF COLUMBIA ) ss.:

On this       day of       1976, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trust Company.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this       day of       1976, before me  
personally appeared       and       , to  
me personally known, each of whom, being by me duly sworn,  
says that each is       of METROPOLITAN LIFE INSUR-  
ANCE COMPANY, that one of the seals affixed to the foregoing  
instrument is the corporate seal of said corporation and  
that said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Directors and they  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MICHIGAN, )  
 ) ss.:  
COUNTY OF WAYNE, )

On this 30<sup>th</sup> day of MARCH 1976, before me personally appeared D.W. HUFFINE to me personally known, who, being by me duly sworn, says that he is a LENSING REPRESENTATIVE of FORD MOTOR CREDIT COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial seal]

My Commission expires

SHARON R. MOREAU  
Notary Public, Oakland County, Mich.  
Acting in Wayne County, Mich.  
My Commission Expires May 8, 1979

STATE OF MINNESOTA, )  
 ) ss.:  
COUNTY OF HENNEPIN, )

On this            day of            1976, before me  
personally appeared            to me personally  
known, who, being by me duly sworn, says that he is  
                                 of CARGILL LEASING CORPORATION, that  
one of the seals affixed to the foregoing instrument is  
the corporate seal of said corporation, that said instru-  
ment was signed and sealed on behalf of said corporation  
by authority of its Board of Directors, and he acknowledged  
that the execution of the foregoing instrument was the  
free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

MAY 3 1976 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1 TO CONDITIONAL SALE AGREEMENT

AMENDMENT NO. 1 dated as of December 15, 1975, among BETHLEHEM STEEL CORPORATION (hereinafter called the Builder), AMERICAN SECURITY AND TRUST COMPANY, as Trustee (hereinafter called the Vendee), METROPOLITAN LIFE INSURANCE COMPANY, FORD MOTOR CREDIT COMPANY and CARGILL LEASING CORPORATION to the Conditional Sale Agreement dated as of December 15, 1975 (hereinafter called the Conditional Sale Agreement), between the Builder and the Vendee.

WHEREAS, the Builder and the Vendee desire to amend the Conditional Sale Agreement as hereinafter provided;

NOW, THEREFORE, the parties hereto agree that:

A. Article 3 of the Conditional Sale Agreement is hereby amended by (1) deletion of the period at the end of the first paragraph thereof and insertion of the words ", or (iii) if the delivery of any such unit of Equipment would cause the aggregate Purchase Price (as hereinafter defined) of the units of Equipment for which delivery and acceptance has theretofore been and is then being made to exceed the Maximum Purchase Price set forth in Item 5 of Annex A to this Agreement."; and (2) deletion of the final paragraph thereof.

B. Article 4 of the Conditional Sale Agreement is hereby amended by (1) deletion of the words ", the Vendee"

in the second sentence of the first paragraph thereof; (2) deletion of the fourth sentence of the first paragraph thereof; (3) deletion of the words ". Written notice of such" in the third sentence of the second paragraph thereof and the insertion in their place of the words "; provided, however, that the Builder may prior to 11:00 A.M., New York time, on any originally scheduled or postponed Closing Date, designate a postponed Closing Date, not later than the Cut-Off Date, by giving telephonic notice thereof to the Vendee, the Lessee and the Assignee, the Builder promptly thereafter confirming such telephonic notice by written notice as provided in this Agreement. The Vendee, the Lessee and the Assignee shall promptly following the execution and delivery of this Agreement, give written notice to the Builder of the names and telephone numbers of their respective representatives (not less than three representatives per party) authorized to receive the telephonic notice referred to in the preceding sentence. Except as aforesaid, written notice of each"; and (4) deletion of the eighth paragraph thereof and insertion in its place of the words "The Builder shall deliver to the Vendee on the Closing Date with respect to any Group the documents required to be furnished by the Builder pursuant to Section 4 of the Assignment in respect of such Group."

C. Article 14 of the Conditional Sale Agreement is hereby amended by (1) deletion of the words "and SCL and L&N" in the first paragraph thereof and (2) insertion of the words "the Equipment or such part thereof as may be assigned together with interest thereon, as well as any other rights hereunder which may be so assigned, shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever arising out of any breach of any obligation of the Builder with respect" immediately after the words "the Purchase Price of" in the second sentence of the last paragraph thereof.

D. Article 15 of the Conditional Sale Agreement is hereby amended by insertion of the character "(i)" immediately after the words "Default under" in clause (f) of the first paragraph thereof and by insertion immediately after the words "five days" in such clause (f) of the words "or (ii) \$10B of the Lease shall have occurred such event shall not constitute an event of default under this Agreement until the Vendor shall have given the Vendee 30 days' written notice of such Event of Default".

E. Article 21 of the Conditional Sale Agreement is hereby amended by (1) insertion of the words "or of the Beneficiaries" immediately after the words "of the parties hereto" in the first paragraph thereof; (2) deletion of the word "penultimate" in the first sentence of the second paragraph thereof and insertion in its place of the word "seventh";

and (3) insertion of the words "or the Beneficiaries (except as provided in the second paragraph of Section 5.01 of the Trust Agreement)" after the words "against such Trust Company" and "such Trust Company, as Vendee," in the penultimate paragraph thereof.

F. Annex A to the Conditional Sale Agreement is hereby amended by deletion of the words "Article 4" in Item 5 thereof and insertion in their place of the words "Article 3".

G. Annex B to the Conditional Sale Agreement is hereby amended by (1) deletion in the column headed "Quantity" of the number "180" and insertion in its place of the number "175"; (2) deletion in the column headed "Lessee's Road Numbers (Both Inclusive)" of the numbers "57000-57179" and insertion in its place of the numbers "57000-57131 and 57133-57175"; and (3) deletion of all asterisks thereon and the footnote to which they refer.

H. By its signature hereto, each of Ford Motor Credit Company and Cargill Leasing Corporation, as a party to the Trust Agreement dated as of December 15, 1975, among such companies and the Vendee, requests the Vendee to enter into this Amendment and approves the foregoing amendments.

I. By its signature hereto, Metropolitan Life Insurance Company, as Assignee under the Agreement and



Assignment dated as of December 15, 1975, between such company and the Builder, approves the foregoing amendments.

J. Except as hereinabove amended, the Conditional Sale Agreement shall remain in full force and effect. This Agreement shall be governed by the laws of the State of New York. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same contract, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed all as of the date first above written.

BETHLEHEM STEEL CORPORATION

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

AMERICAN SECURITY AND TRUST COMPANY

by

\_\_\_\_\_  
Vice President

[Corporate Seal]

Attest:

\_\_\_\_\_

## METROPOLITAN LIFE INSURANCE COMPANY

by

Vice PresidentVice President-Investment Counsel

[Corporate Seal]

Attest:

## FORD MOTOR CREDIT COMPANY

by

Leasing Representative

[Corporate Seal]

Attest:

## CARGILL LEASING CORPORATION

by

RLL  
Vice President

[Corporate Seal]

Attest:

Sergio M. Pina  
Secretary

COMMONWEALTH OF PENNSYLVANIA, )  
 ) ss.:  
COUNTY OF LEHIGH, )

On this       day of       1976, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of BETHLEHEM STEEL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

DISTRICT OF COLUMBIA ) ss.:

On this       day of       1976, before me personally appeared       , to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERICAN SECURITY AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said Trust Company, that said instrument was signed and sealed on behalf of said Trust Company by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Trust Company.

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Notary Public

[Notarial Seal]

My Commission expires

STATE OF NEW YORK, )  
 ) ss.:  
COUNTY OF NEW YORK, )

On this       day of       1976, before me  
personally appeared       and       , to  
me personally known, each of whom, being by me duly sworn,  
says that each is       of METROPOLITAN LIFE INSUR-  
ANCE COMPANY, that one of the seals affixed to the foregoing  
instrument is the corporate seal of said corporation and  
that said instrument was signed and sealed on behalf of said  
corporation by authority of its Board of Directors and they  
acknowledged that the execution of the foregoing instrument  
was the free act and deed of said corporation.

---

Notary Public

[Notarial Seal]

My Commission expires

STATE OF MICHIGAN, )  
 ) ss.:  
COUNTY OF WAYNE, )

On this            day of            1976, before me  
personally appeared            to me personally  
known, who, being by me duly sworn, says that he is  
                                 of FORD MOTOR CREDIT COMPANY, that  
one of the seals affixed to the foregoing instrument is  
the corporate seal of said corporation, that said instru-  
ment was signed and sealed on behalf of said corporation  
by authority of its Board of Directors, and he acknowledged  
that the execution of the foregoing instrument was the free  
act and deed of said corporation.

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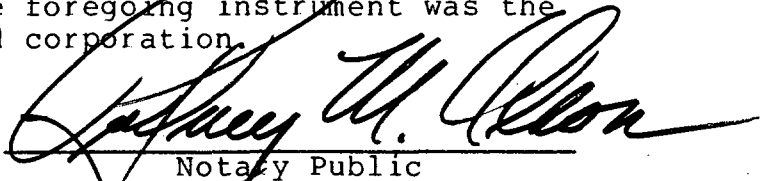
Notary Public

[Notarial seal]

My Commission expires

STATE OF MINNESOTA, )  
 ) ss.:  
COUNTY OF HENNEPIN, )

On this 25th day of March 1976, before me personally appeared R. L. Lumpkins to me personally known, who, being by me duly sworn, says that he is Executive Vice President of CARGILL LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My Commission expires

